

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS**

RFP NO. 16-3523



**TEMPORARY EMPLOYMENT
SERVICES**

DUE: MARCH 10, 2016

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 16-3523

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, March 10, 2016. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

Temporary Employment Services

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT: One (1) unbound original and five (5) bound copies of all requested documentation must be received on or before 2:00 P.M. ET, March 10, 2016.

ADDRESS TO: City of Greenville
Purchasing Division
City Hall, 7th Floor
Attention: Maribel Diaz

MAILING ADDRESS: P. O. Box 2207, Greenville, South Carolina 29602

OFFICE ADDRESS: 206 South Main Street, Greenville, South Carolina 29601

E-MAIL: mdiaz@greenvillesc.gov

MARK OUTSIDE: “RFP NO. 16-3523 – Temporary Employment Services”

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail mdiaz@greenvillesc.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:

<http://www.greenvillesc.gov/bids.aspx>

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., MARCH 2, 2016

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award

Solicitation - Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the

Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

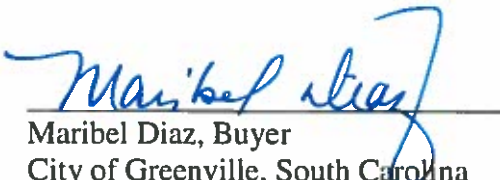
Award - Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Consultant", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 16 day of February, 2016.

By: 
Maribel Diaz, Buyer
City of Greenville, South Carolina

Reviewed By:


Purchasing Administrator

2-18-16
Date


Director of Human Resources

2-17-16
Date



Risk Manager

2-17-2016


Date



OMB Director

2-18-16

Date



Legal Department

2-17-16

Date

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**TEMPORARY EMPLOYMENT SERVICES
REQUEST FOR PROPOSALS
RFP No. 16-3523**

1.0 GENERAL INFORMATION

The City of Greenville invites temporary staffing agencies (Contractor) to submit proposals for assisting the City with its temporary staffing needs. Proposals should be prepared with concise descriptions of the Contractor's ability to satisfy the requirements of the City's Request for Proposal (RFP). Emphasis should be placed on completeness and clarity of content.

The proposal should be the Contractor's basic plan for accomplishing the tasks described in the City's RFP. The proposal should also provide information about your company which demonstrates an understanding of and the ability to meet and perform all requirements of this RFP.

The City of Greenville contracts, from time to time, with two temporary employment service providers, one to be the primary supplier of temporary employees, the other to be the secondary supplier. Generally, although not always, the primary supplier will be contacted first and given the opportunity to fill an order for service. If within a reasonable time the primary Contractor is unable to satisfactorily fill the order, the order will be offered to the secondary Contractor to fill. If within a reasonable time, the secondary Contractor is unable to satisfactorily fill the order, the City will solicit help from another qualified, but non-contractual, temporary employment Contractor at its sole discretion. No minimum guarantee in terms of numbers, ratios, or percentages of orders will be explicitly proportioned to either the primary or the secondary agencies selected. From time to time the City recruits and hires a temporary employee on its own initiative, then specifies the pay rate it wants that individual to be paid, then payrolls the individual through one of its two contracted temporary employment agencies. Also, from time to time, a Contractor's temporary employee on assignment to the City will apply for, and be selected for, a full-time position with the City, on the City's payroll. Your proposals should address how your firm will handle these situations.

The length of the contract shall be for one (1) year with the right to extend for four (4) successive years. Renewal for the successive years shall be based on acceptable performance under the terms of the contract. Such determination shall be conducted no later than 30 days prior to the end of each year, at which time the City will notify the Contractor of its intent to renew. Contract renewal prices may be negotiated upon agreement of both parties.

2.0 SCOPE OF SERVICES

- 2.1** The City of Greenville, with a work force of over 950 employees, provides a wide range of local government services, including fire and police protection, parks and recreation, public works (parking, engineering, solid waste, streets, sewers, fleet services, building services, and traffic engineering), public information/events, economic/community development, public transit, as well as administrative and financial functions.

The City's greatest continuing need for temporary workers normally occurs in the Public Works and the Public Transportation Departments, though other departments may require occasional temporary assistance. A listing of job descriptions for proposed classification rates is included herein (Attachment A, Job Classifications and Descriptions).

The City's Human Resources Department typically serves as liaison between the temporary help agencies and City departments. A representative of the Human Resources Department contacts the temporary Contractor with the department's request (position, skills needed, approximately length of assignment, hours, etc.). High volume departments such as Public Works and Public Transportation, based on their operating hours and needs, will contact the temporary agency directly to obtain needed staffing. Such departments will notify HR when such placements are requested. The temporary Contractor then notifies the Human Resources Department or the requesting department of the person assigned to the position. The selected person reports to the requesting department unless otherwise directed. The City will provide a location and name of the supervisor for each temporary assignment.

It is the City's intent to select one primary and one secondary Contractor to provide temporary services to City Departments. The primary Contractor must be the sole provider of the full range of temporary staffing called for under this procurement. In the event the primary Contractor is unable to supply the needed staffing, the secondary Contractor will be used. (Prices for positions provided through the secondary Contractor will be negotiated independent of the selection for the primary Contractor, understanding that the volume of requests directed to the secondary Contractor will not be as great as the volume directed toward the primary Contractor.)

In instances in which neither the primary or secondary Contractor is able to provide the required temporary service, the City shall be free to solicit, at its sole discretion, help from other qualified, but non-contractual, temporary staffing agencies to whatever extent the City feels is necessary or desirable.

2.2 Program Objectives

- a. Experience/Qualifications. In response to the City's request for staffing, the Contractor must supply diverse personnel with qualifications and/or experience as outlined in the attached list of job descriptions or as specified in a City staffing request. The Contractor shall include a bid for all job titles listed in Attachment A.

- b. Equal Opportunity. It is the policy of City of Greenville to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. The prospective Contractor must agree to provide equal opportunity in the administration of the contract or other agreements.

No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, veterans' status, genetic information, citizenship, marital status, sexual orientation, or political affiliation, be denied employment or benefits, or be discriminated against as a consumer, administrator, or staff person under any program or activity receiving funds under this RFP.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

- c. Drug Free Temporary Workers. During the performance of the contract, the Contractor shall comply with any and all Federal, State, or Local laws relating to a Drug Free Workplace. The Contractor shall provide qualified, reliable, alcohol and drug free temporary workers as needed by the City.
- d. Premium Surcharge for Health Coverage under the Affordable Care Act (ACA). In compliance with the Patient Protection and Affordable Care Act of 2010 (ACA), any employee of the Contractor who are provided to the City as temporary workers, and who qualify for health care coverage from Contractor under the ACA, shall be offered such health care coverage under the ACA. For any employees of Contractor who are provided to City as temporary workers and who work for City as full-time workers under the terms of the ACA (30 hours per week or more), and who have chosen to carry health care coverage from Contractor, shall bill City a premium to cover such health care coverage in the amount of \$0.50 per hour for each such employee to be billed commensurate with other billings, provided the premium surcharge is to be itemized as a separate item being paid in compliance with the requirements of the ACA.
- e. Commercial Driver's License (CDL) Requirements. Contractor shall assist in the screening and recruitment of experienced CDL drivers. Contractor must agree not to charge the City extra for drug testing or for CDL.
- f. Overtime. Contractor must agree that any hours worked over forty (40) within one (1) week will be considered overtime.
- g. On-Call Requirements. Contractor must be able to provide qualified temporary staffing for immediate short term needs (less than 30 calendar days) within 4 hours of notification (unless additional testing processes required by the City would prohibit adequate staffing within 4 hours). For assignments of more than 30 calendar days, the Contractor must be able to provide a diverse, qualified applicant pool from which the City can interview and select a candidate to fit their needs within 48 hours from time of request. The interview/selection process will

be done at the City's discretion. City reserves the right to obtain the services from an alternate provider if these requirements are not met.

- h. Rejection of Placements. The City may reject or terminate any employee placed, without giving cause or notice, and the Contractor will provide a replacement employee within two (2) hours after notification of termination. Should the second (replacement) employee also be unsatisfactory, the City reserves the right to obtain the services from an alternate provider. The City, at its sole discretion, may solicit help from another qualified but non-contractual temporary staffing agency to whatever extent the City feels is necessary or desirable.
- i. Continuity of Service. It shall be the Contractor's responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Contractor's responsibility to replace the employee who is absent, at no additional cost to the City.
- j. Negotiated Rates for Positions Not Quoted in Proposal. Contractor shall agree to negotiate with the City Human Resources Director or her designee an equitable and agreeable salary rate for positions not quoted in the original proposal. A notation shall be made on invoices for such negotiated-rate individuals as "Negotiated Rate" in a conspicuous place on the invoice, near the employee's name or rate.
- k. Timesheets. Contractor employees placed with the City must turn in accurate timesheets which have been signed by both Contractor employee and City hiring supervisor to the Contractor within seventy-two (72) hours after the end of the most recent work week. The Contractor must ensure its timesheet procedures result in timely and accurate timesheets, allowing no opportunity for tampering.
- l. Billing/Invoices/Timesheets. The Contractor shall provide the City with accurate, concise and timely invoices. Original invoices shall be billed to the City of Greenville Human Resources Department within five (5) working days after the seventy-two (72) hour deadline. The Contractor shall provide one (1) invoice for all services rendered during the prior work week, clearly stating employee's name, position title (according to Attachment B), hours worked, City's pay rate, Contractor's billing rate, overtime with overtime rate (where applicable), City department name, City hiring supervisor's name, and account number (provided by Human Resources or City hiring supervisor), notation of pay-rolled or City referred employee, and extension of gross pay. All original timesheets shall accompany invoice and shall include the temporary worker's name, position title, date and hours worked, City supervisor's name/signature, and must be signed and dated by the temporary worker. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.
- m. Traffic Tickets. Contractor shall agree to be responsible for any traffic tickets that Contractor driver receives while driving a City vehicle.

- n. Contract Changes. The City may make changes within the general scope of this RFP by giving notice to the Contractor and subsequently confirming such changes in writing. No changes by the Contractor shall be recognized without written approval of the City.
- o. Policies/Procedures. The Contractor will agree to become familiar with relevant City policies and to inform, and if needed, allow the City to train any client placed with City regarding the City's policies and procedures.

Contractor may be requested to provide copies of its personnel rules and policies as necessary to ensure compliance with state and federal laws and the provisions of the contract agreed to by the parties.

- p. Testing and Background Screening Processes. Contractor shall provide copies of their tests and other selection criteria/procedures being used or proposed to be used in providing staffing services. Contractor shall hold the City harmless from any claims or litigation derived from Contractor's said tests. The Contractor will also implement and follow any necessary procedures to fulfill certain position requirements such as, but not limited to, the following: driving record check, bonding, criminal history checks, and special licensing or certification requirements, at no additional cost to the City. The driving record shall cover a minimum of five (5) years and the criminal background shall cover a minimum of seven (7) years. Contractor will provide the City's Human Resources Department with a five (5) year driving record and a copy of the employee's valid driver's license prior to placement with the City. These requirements will be in process no later than one (1) day after the request has been made and will be completed in a timely manner.
- q. Applicant Testing Processes. Contractor will agree to provide skills testing services on behalf of the City for individuals applying for regular employment with the City at reduced cost.
- r. Performance Monitoring. Contractor will agree to monitor employee's performance and assist with any employment issues that may arise regarding an employee's performance. The Contractor shall contact the appropriate hiring City supervisor on the first day of placement, once a week for three (3) weeks after placement, and monthly after the first month's placement, to monitor temporary employee performance. The City will give verbal and/or written feedback to the Contractor regarding its performance monitoring as necessary.
- s. Monthly Reporting Requirement. By the fifteenth (15) of each month, the Contractor will provide the City with a monthly usage report, via e-mail, in a City compatible format. The report must contain the following: Contractor employee name, reporting City department or division, hourly wage, total hourly billing rate, job title, total monthly hours for rolling twelve month period, and overall affirmative action statistics of current temporary labor for the City. Additionally, the Contractor will agree to supply any other information the City may need to

monitor the usage of temporary staffing. In addition to this report, the Contractor will contact Human Resources immediately when any employee is placed in a single position or department in excess of 1000 hours in any twelve (12) month period.

- t. Continuing Employment. The City under no circumstances is obligated to employ the Contractor's employee on a full-time basis. The intent of this contract is to provide temporary employment only. It is not the intent of the City to utilize the Contractor as a recruitment service. Contractual arrangements between the Contractor and its employee do not pertain to this contract. No contracts between the Contractor and its employee are recognized by or incorporated into this contract.
- u. Hiring. In the event that an employee is hired into a regular City position, no placement fee will be charged by the Contractor, provided that the employee has been placed with the City a minimum of sixty (60) calendar days (480 hours) through the Contractor.
- v. Account Representation. To ensure quality of service, the Contractor will assign an individual account representative to provide the City's staffing needs, unless agreed otherwise by the parties.
- w. Subcontracting with Another Agency. Subcontracting specific services is not an acceptable option. The preference of the City is to ensure both the primary and secondary Vendors have full capabilities, as described in this request for proposal, in house at the time of selection.

3.0 CONSULTANT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing services for this contract must submit one Original and five (5) bound copies and the proposal must include the items specifically enumerated in section 3.2.

3.2 Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to

execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

b. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1) Transmittal Letter: A transmittal letter must be submitted with the proposal which shall include:

- a) The RFP subject and Bid number.
- b) Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
- c) The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

2) Understanding of Contract Requirements:

- a) A brief introduction to the firm, including:
 - i. Type of organization (Corporation, Partnership, etc.)
 - ii. The nearest office location and staff size serving the City of Greenville
 - iii. The length of time in business
 - iv. Whether the firm is a local, regional, national or international firm
- b) A discussion of the Offeror's understanding of the program objectives and services required by the RFP
- c) A statement of the firm's professional competency to meet the City's temporary staffing needs
- d) A statement of the firm's ability to undertake this work immediately upon contract award

3) Administrative Performance:

a) Recruiting, Testing and Selection Process:

- i. Describe Offeror's recruiting, testing, and selection procedures
- ii. Describe Offeror's response time from notification of the request to actual job placement
- iii. Describe Offeror's drug/alcohol testing process for all temporary jobs needed by the City
- iv. Describe Offeror's criminal background checks for employees

b) Project Reporting/Monitoring:

- i. Describe Offeror's ability to provide City management with monthly reports on number of employees provided, job classification, hours worked, and rate of pay
- ii. Describe Offeror's processes for monitoring and evaluating employee performance to ensure quality staffing placements
- iii. Describe Offeror's process for ensuring the accuracy and integrity of the temporary employee timesheets

c) Margin Computation, Payroll and Billing Process:

- i. Describe Offeror's payroll procedures and margin computation
- ii. Describe Offeror's pay practices for over-time, weekend, holiday and shift differentials
- iii. Describe Offeror's billing practices
- iv. Describe Offeror's billing margin for temporary employees hired by the City, but pay-rolled through your firm
- v. Describe Offeror's organizations policy and fees for City permanently hiring a temporary employee away from your firm

d) Employment Law Compliance:

- i. Provide a copy of Offeror's Equal Employment Opportunity Policy Statement
- ii. Provide a breakdown of the Offeror's labor force. The City's interest is an in-depth understanding of the labor force by skillset at the time of your submittal

4) Corporate Experience:

a) Qualifications of Proposed Team

Provide resumes and credentials of the proposed team to be assigned to the City account

b) Corporate References

List at least three (3) client references with more than 500 full-time employees; indicate whether client is a private, public or quasi-public contractor. Include:

- i. Contact names and phone numbers;
- ii. Type of temporary employees provided in relation to Job Classifications and Descriptions indicated in Attachment A;
- iii. The average number of temporary employees provided per year to the clients in the references requested above;
- iv. Number of permanent employees in client's company;
- v. Number of years your company has provided temporary services to client.

5) **Cost Proposal:** The Offeror's cost proposal shall include:

a) Financial Strength

- i. Submit evidence of financial stability.
- ii. State the firm's present worker's compensation experience modification rating.
- iii. List banking references including contact names and phone numbers.

b) Fee Proposal

- i. Each Offeror must complete the Pricing Worksheet enclosed (Attachment B), showing Base Rate, Percent Markup and Bill Rate.
- ii. As a separate item, list your fees for any additional services which may exceed the scope of responsibilities and duties contemplated within the set fee income. Services not identified as outside the scope stated herein will be assumed to be included in the fee.

3.3 Proposal Evaluation Criteria

The City Staff Team will evaluate proposals based on the factors outlined within Section 3.3, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. Proposals will be reviewed and evaluated by a selection committee comprised of representatives of departments using temporary services as well as the Human Resources Department, Office of Management and Budget, and Legal Department. The committee will make a recommendation for a primary and secondary contractor.

The City Team reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after responses are received. Proposal evaluation criteria will be grouped into percentage factors as follows:

- 1) Quality, completeness, and responsiveness of proposal **(Maximum 15 points)**
- 2) Professional competency to meet the City's diverse temporary staffing needs **(Maximum 25 points)**
- 3) Stability and financial strength to respond and meet the City's temporary staffing needs **(Maximum 10 points)**
- 4) Cost proposal is complete, clear, and priced competitively for value of services **(Maximum 20 points)**
- 5) Billing and reporting processes efficiently meet RFP requirements and timelines **(Maximum 10 points)**
- 6) Effective screening and selection process that will provide diverse, quality, and drug free temporary employees oriented for City assignments in a timely manner **(Maximum 15 points)**
- 7) Provision of three (3) references from clients to be verified by the City **(Maximum 5 points)**
- 8) Compliance with City's Minority and Woman Owned Business Goal **(5 points)**
Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. Credit is only given if the company submitting the proposal is a Minority or Woman Owned Business.

4.0 SELECTION PROCESS

A selection committee shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals.

The selection committee may elect to interview firms but reserves the right to award the contract based upon the City's review and ranking of proposals.

The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.



Attachment A

Job Classifications and Descriptions

City Department Division	Job Title	Brief Job Description
Parks & Recreation <i>Community Centers</i>	Custodian/Janitorial	Performs routine building cleaning tasks and may perform simple, unskilled building maintenance tasks and other related duties. May operate buffers, sweepers, vacuums, and other related equipment.
Parks & Recreation <i>Parks & Grounds</i>	Maintenance Tech	Must be able to work outside in the heat and cold with a possible five (5) or six (6) day work week. Required to work safely with weed eaters, push mowers, etc., and be able to perform a variety of unskilled tasks in the areas of lawn care maintenance, construction or demolition.
Parks & Recreation <i>Greenville Zoo</i>	Zoo Public Services Attendant (Cashier)	Works in Zoo admissions, gift shop and concessions. Complete sales transactions, provide correct change, stock inventory, and ensure the cleanliness of all public service areas.
	Maintenance Tech	Assist in the daily maintenance of the Greenville Zoo and surrounding park area. Assist in construction projects. Help with landscaping and sewer maintenance when necessary. Maintain restrooms and Zoo grounds.
Public Works <i>Stormwater</i>	Stormwater Tech	Repair and build catch basins and sewer system, install storm and sewer pipes, and drive dump truck. Operate skid steer, forklift, rubber tire loader, and jet rodder combination truck. Pour curb and gutter to catch basins. Cut grass and make repairs at landfill. Removal ice, snow, and graffiti.
Public Works <i>Parking</i>	Parking Maintenance Technician	Maintain safety and appearance of parking facilities by cleaning floors, counters, windows, mirrors, toilets, desks, computers, storage shelves. Wash down parking equipment, elevators, and stairwells. Sweep parking garage floors. Empty waste receptacle. Must be able to lift 50 lbs.
Public Works <i>Streets</i>	Streets Concrete Tech	Assist in demolition/construction and finishing concrete including sidewalks, driveways, walls, I.C.F. building, curbs and gutter. Pour concrete from trucks then finish and landscape area. Prep surface to be overlaid then mix bags of overlay mix pour, trowel, stamp, color and seal. Operate rubber tire loader, skid steer/spread mulch, top soil, jack hammer, rock drill, snow plows, sanders and wash equipment.
	Streets Cleaning Tech	Assist in removal of litter from streets, sidewalks, and parking garages. Clear and treat streets during seasonal weather including removing leaves, debris, ice, and snow. Sand bridges. Ensure sweeping truck is ready for use by conducting daily inspections of the engine area, engine oil, and other fluid levels. Sweep all streets on daily work order route. Operate backpack blower, snow plow, and sander truck. Use dust pan, broom, and pick stick to assist in cleaning. Requires a valid Commercial Learner's Permit (Class A) with a good driving record.

City Department Division	Job Title	Brief Job Description
Public Transportation <i>Transit</i>	Bus Servicer	Clean and maintain appearance of Transit vehicles and garage building using pressure washers, special chemicals, mops, and broom. Remove and Farebox vaults and probes Farebox. Fuels and replaces fluids on Transit vehicles. Responsible for driving/moving Transit vehicles from one location on the lot to another. Requires a valid Commercial Learner's Permit (Class B) with a good driving record.
Public Works <i>Solid Waste</i>	Solid Waste Collector/ Leaf Crew	Must be able to do heavy lifting and work safely around motorized equipment. Will be required to work outside in heat and cold conditions. No driver's license required.
Public Works <i>Fleet Services</i>	Mechanic	Requires SC CDL. Perform repair and replacement of tires on all City vehicles. Inputs tire data into the RTA Tire Tracking Module. Performs vehicle parts replacement and repairs for the Fast Lane program. Inputs repair and service data into the RTA Job Order Module. Secures the necessary repair parts from the parts room. Performs inspections related to City licensed taxi cabs. Assists in the cleaning and organizing of the shop area and maintenance of shop equipment.
Public Information & Events	Saturday Market Assistant	Assist City staff with set up and breakdown of vendor booths/tents during Saturday Market (Spring through Fall).
	Special Events Assistant	Assist City staff with set up and break down during special events in City's downtown.
GENERAL	CDL Driver (Parks & Recreation and Public Works)	Requires a SC CDL with a good driving record. Must have six months to one year experience driving of heavy equipment. Must have good driving record. Must be able to safely operate small and heavy motorized equipment.
	Admin. Assistant	Performs clerical tasks such as filing, setting up files, sorting, stuff, alphabetizing, mail distribution, making copies, light typing, operating sign or multi-telephone switchboard, greets visitors, determines nature of business and refers visitors/callers from the general public to the appropriate employee or department. Requires knowledge of Word, Excel, etc., typing skills (45-60 wpm), and experience in a secretarial role.



Attachment B Pricing Worksheet

Job Classification/Worker's Comp (WC) Code	Base Rate Per Hour	Percent Markup	Bill Rate
Custodian/Janitorial - WC Code 9015	\$10.10		
Parks & Recreation Maintenance Tech WC Code 9102 (Beautification and Parks Maintenance) WC Code 5507 (Rights of Way)	\$11.14		
Zoo Public Service Attendant (Cashier) - WC Code 9102	\$10.10		
Zoo Maintenance Tech – WC Code 9102	\$11.14		
Stormwater Tech -WC Code 5507	\$11.70		
Parking Maintenance Specialist - WC Code 8392	\$12.29		
Streets Concrete Tech – WC Code 5221	\$11.70		
Streets Cleaning Tech - WC Code 5507			
Bus Servicer (Detail) - WC Code 7382	\$10.10		
Solid Waste Collector/Leaf Crew - WC Code 9403	\$10.62		
Mechanic – (Fleet – WC Code 8380; Transit – WC Code 8385)	\$13.67 - \$16.59		
Saturday Market Assistant - WC Code 9410	\$9.00-11.00		
Special Events Assistant - WC Code 9410			
CDL Driver WC Code 9102 Parks (Beautification and Parks Maintenance) WC Code 5507 Parks (Rights of Way) WC Code 5507 Public Works (Storm Water) WC Code 5507 Public Works (Streets Cleaning) WC Code 5221 Public Works (Streets/Road Construction/Pavement) WC Code 6306 Public Works (Sewers/Wastewater) WC Code 9403 Public Works (Solid Waste)	\$12.29 - \$14.50		
Admin. Assistant - WC Code 8810	\$12.29 - \$14.50		

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits
Employers Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

- (d) Fidelity Bond: \$1,000,000 per occurrence.

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail to mteal@greenville.gov within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must

register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Certificate of Insurance showing present coverage
3. Attachment B, Pricing Worksheet
4. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
5. Ethics in Public Contracting Certification
6. Non-Collusion Affidavit
7. Small / Woman-Owned / Minority Business Enterprise Form
8. OMB Form 5A
9. OMB Form 5B
10. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
11. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE SOUTH CAROLINA RFP NO. 16-3523

OFFEROR'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a solicitation.

Bidder has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. City of Greenville Business License Number _____

2. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers' Compensation _____	Expires _____
Professional Liability _____	Expires _____

3. Offeror's Information:

Offeror _____

Post Office Box _____ Zip _____

Street _____ Zip _____

City _____ State _____

Telephone _____ Fax _____

Email _____

*Signature _____ Title _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

7. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
8. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
9. Such Bid is genuine and is not a collusive or sham Bid;
10. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
11. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312
(Rev. 4/27/10)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer, state title: _____

(Name - Please Print)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **www.sctax.org**

I, _____
(Name of Bidder/Proposer)

[illegible]

The total value of M/WBE contracting will be (\$)

**City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of _____
(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p style="text-align: center;">Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes No</p> <p>If Yes, please indicate minority group:</p> <p> <input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens? Yes No</p>	
<p>Is this business a non-profit organization? Yes No</p>	
<p>Is this business incorporated? Yes No</p>	

* Submit copy of certification certificate, as applicable

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered
into with the City of Greenville, that _____
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-
subcontractors performing services under any contract with the City of Greenville to verify
any new employees' status, per the terms of the South Carolina illegal Immigration Reform
Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Date: _____